

**SETTLEMENT AGREEMENT**

between

**REALTIME ANALYSIS AND NEWS LIMITED**

**MR ADAM VOCE**

**MR GEORGE BUSFIELD**

and

**MR JAMES WOOL AND J TROUBLE FUTURES LTD**

**THIS AGREEMENT** is dated .....<sup>28th</sup> October 2016

## **PARTIES**

- (1) REALTIME ANALYSIS AND NEWS LIMITED (**RAN**) incorporated and registered in England and Wales with company number 05633036 whose registered office is at 1006-1008 Moor Place 1 Fore Street, London, United Kingdom, EC2Y 5EJ (**Company**);
- (2) MR GEORGE BUSFIELD (**GB**) of Field House, 59 Stafford Road, Stone, Staffordshire, ST15 0HE a director of RAN;
- (3) MR ADAM VOCE (**AV**) of Field House, 59 Stafford Road, Stone, Staffordshire, ST15 0HE a director of RAN; and
- (4) MR JAMES WOOL of POPLAR HALL, FEERING, ESSEX, C05 9RP and J TROUBLE FUTURES LTD (**JTF Ltd**) incorporated and registered in England and Wales with company number 05742667 whose registered office is situated at POPLAR HALL, FEERING, ESSEX, C05 9RP (together referred to in this Agreement as "**Mr Wool**").

each being a "**Party**" and together the "**Parties**" to this Agreement.

## **RECITALS**

- (a) Mr Wool is the sole director and shareholder of J Trouble Futures Limited. JTF Ltd was engaged by the Company to provide consultancy services during May and June 2016 (**Services**).
- (b) On 29 July 2016, a letter before action was sent to the Company by Clyde & Co LLP on Mr Wool's behalf, setting out his intention to bring a claim against the Company in order to recover the amounts due to him pursuant to providing the Services (**Claim**), in addition to legal costs and interest.
- (c) On 24 August 2016, Mr Wool issued a claim form in the county Court Business Centre ("**CCBC**") under claim number C6QZ2C0G with the Company as the named defendant for the sum of £4,901.00.
- (d) The Parties have agreed to settle the Claim on the terms set out below.

## **1. AGREED TERMS**

### **SETTLEMENT PAYMENT**

1.1 The Company undertakes to pay Mr Wool the following sums of:

- (a) £4,652 in respect of the Services;
- (b) £113.22 in respect of interest;
- (c) £80.00 in respect of fixed costs;
- (d) £16,538.60 plus VAT in respect of legal costs;

(e) and £185 for disbursements;

in settlement of the Claim and cumulatively referred to as the "**Settlement Payment**".

- 1.2 The terms of this Agreement are offered by the Company without any admission of liability and are in full and final settlement of all and any claims or rights of action that Mr Wool, J Trouble Futures Limited, and or any associated person or companies of his has or may have arising out of any contract with the Company, or its termination, whether under common law, contract, statute or otherwise, whether or not such claims are, or could be, known to the Parties or in their contemplation at the date of this Agreement in any jurisdiction.
- 1.3 The waiver in Clause 1.2 will not apply to any claims by either party to enforce this Agreement.
- 1.4 The Settlement Payment will be paid by BAC transfer to Mr Wool's bank account (bank account number 50462853 and sort code 20-19-95) within 14 calendar days of the Company receiving a copy of this Agreement signed by Mr Wool.
- 1.5 Mr Wool undertakes to return to the Company in good condition the Lenovo P50 ThinkPad laptop computer, the '4k ACER' monitor screen and the large cream IKEA carry bag that were loaned to him by the Company within 7 calendar days from the date of receipt of the Settlement Payment. These items may be delivered to the offices of the Company's solicitors Setfords Solicitors, 46 Chancery Lane London, WC2A 1JE.
- 1.6 Subject to Clause 1.1, the Parties agree that the Agreement is in settlement of all costs incurred by the Parties in connection with the Claim.
- 1.7 Within two working days of the Agreement being executed by all of the Parties, the Company's and Mr Wool's representatives will ensure that the Claim is marked as settled on Money Claim Online.

#### **INTERPRETATION**

- 1.8 In the Interpretation of this Agreement, unless the context otherwise requires, headings are for reference only and do not affect the interpretation of this Agreement; references to clauses are clauses to this Agreement; and the singular shall include the plural and vice versa.

#### **NON-DISPARAGING STATEMENTS**

- 1.9 Mr Wool warrants that he will not, whether directly or indirectly, make, publish or otherwise communicate (whether in writing or otherwise) to any third party (including employees of the Company) other than their professional advisers, as required by law, or their immediate family (although Mr Wool must procure that his immediate family keep any disclosure to them confidential and do not disclose the information to any third party):
  - (a) any disparaging or derogatory statements about the Company or its current or previous officers, executives, or employees; and
  - (b) any statements (derogatory or otherwise) about and surrounding the termination of Mr Wool's engagement by the Company.

- 1.10 The Company agrees that it will not and will use reasonable endeavours to ensure that its employees will not make, publish or otherwise issue any detrimental or derogatory statements concerning Mr Wool or JTF Ltd.

## **2. CONFIDENTIALITY**

- 2.1 The Parties agree and warrant to keep confidential the existence and terms of this Agreement and the negotiations which led to it, save that the Parties and their legal advisers may make disclosure of it pursuant to any Order of the Court, or by compulsion of law or regulation, or where disclosure is necessary or appropriate to professional advisers, HMRC, auditors, insurers or brokers in order to secure compliance with the terms of this Agreement, or in respect of Mr Wool, his immediate family.
- 2.2 If any party discloses the existence or terms of this Agreement to a third party in accordance with Clause 2.1 above, that party shall use its best endeavours to impose upon that third party a duty of confidentiality equivalent to that contained in this Agreement.

## **3. ASSIGNMENT**

- 3.1 The Parties shall not assign or transfer any of their rights and/or obligations under this Agreement without the prior written consent of all the Parties.

## **4. THIRD PARTY RIGHTS**

A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any rights or remedy of a third party which exist or are available other than under the Act.

## **5. COUNTERPARTS AND SEVERABILITY**

- 5.1 This Agreement may be executed in counterparts, each of which when so executed and delivered, shall be an original, but all the counterparts shall together constitute one and the same instrument.
- 5.2 If any provision of this Agreement is found to be void or unenforceable, that provision shall be deemed to be deleted from this Agreement and the remaining provisions of this Agreement shall continue in full force and effect and the Parties shall use their respective reasonable endeavours to procure that any such provision is replaced by a provision which is valid and enforceable, and which gives effect to the spirit and intent of this Agreement.

## **6. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to any contracts between the Company and Mr Wool.

**7. GOVERNING LAW**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.

**8. SUBJECT TO CONTRACT AND WITHOUT PREJUDICE**

This Agreement shall be deemed to be without prejudice and subject to contract until such time as it is signed by both Parties and dated, when it shall be treated as an open document evidencing a binding agreement.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED AND DELIVERED AS A DEED

by **JAMES WOOL**

for and on behalf of **J TROUBLE FUTURES LIMITED**

in the presence of

**Witness**

Signature :

Name :

Occupation :

Address :

SIGNED AND DELIVERED AS A DEED

by

for and on behalf of **REAL TIME**

**AND ANALYSIS NEWS LIMITED**

in the presence of

**Witness**

Signature :

Name :

Occupation :

Address :

SIGNED AND DELIVERED AS A DEED

by **GEORGE BUSFIELD**

in the presence of

**Witness**

Signature :

Name :

Occupation :

Address :

SIGNED AND DELIVERED AS A DEED

by **ADAM VOCE**

in the presence of

**Witness**

Signature :

Name :

Occupation :

Address :

SIGNED AND DELIVERED AS A DEED

by **JAMES WOOL**

for and on behalf of **J TROUBLE FUTURES LIMITED**

in the presence of

**Witness**

Signature :  
Name :  
Occupation :  
Address :

SIGNED AND DELIVERED AS A DEED


by **GEORGE BUSFIELD**  
for and on behalf of **REAL TIME**



**AND ANALYSIS NEWS LIMITED**

in the presence of

**Witness**

Signature :   
Name : **NICK EAST**  
Occupation : **DIRECTOR**  
Address : **38 ROWELL ROAD,  
LONDON, SE22 9LF**


SIGNED AND DELIVERED AS A DEED

by **GEORGE BUSFIELD**



in the presence of

**Witness**

Signature :   
Name : **NICK EAST**  
Occupation : **DIRECTOR**  
Address : **38 ROWELL ROAD,  
LONDON, SE22 9LF**



SIGNED AND DELIVERED AS A DEED

by **ADAM VOCE**

in the presence of

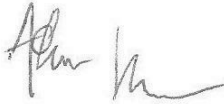
**Witness**

Signature

Name

Occupation

Address



: DIRECTOR

: 38 REXHURST ROAD,  
LONDON. SE22 9LF.